

COUNTY OF TUOLUMNE



REQUEST FOR PROPOSALS (RFP)

Enhanced Recreational Use Plan for Kennedy Meadows

Deadline for Submission of Proposals: January 6, 2016 at 3 PM

ATTN: Daniel Richardson

For an electronic version of this RFP, go to:

<http://www.tuolumnecounty.ca.gov>

(Click on "Bids, RFPs & RFQs" in the Business section)

Contents

SECTION ONE: ACTIVITIES AND TIMELINES	3
SECTION TWO: GENERAL INFORMATION	3
SECTION THREE: SCOPE OF WORK.....	4
SECTION FOUR: PROPOSAL PACKAGE REQUIREMENTS.....	4
A. PROPOSAL FORMAT	4
B. PROPOSAL ELEMENTS	5
1. <i>The COVER LETTER</i>	<i>5</i>
2. <i>Bidder Qualifications</i>	<i>5</i>
3. <i>Cost</i>	<i>5</i>
SECTION FIVE: RFP PROCESS	6
A. SUBMITTAL OF PORPOSALS	6
B. SUBMITTERS QUESTIONS.....	6
C. COSTS OF DEVELOPING THE PROPOSAL	7
D. PROPOSAL TERMS AND CONDITIONS.....	7
E. PROPOSAL EVALUATION AND SELECTION	7
1. <i>Evaluation of Proposals</i>	<i>7</i>
2. <i>Selection Process</i>	<i>7</i>
3. <i>Evaluation Criteria & Scoring.....</i>	<i>8</i>
F. AWARD	8
G. PROTEST/APPEAL PROCESS	9
H. NON-DISCRIMINATION.....	9
I. PUBLIC RECORDS ACCESS	9
SECTION SIX: CONTRACT INFORMATION	10
A. SAMPLE AGREEMENT	10
B. INSURANCE REQUIREMENTS.....	10
ATTACHMENT 1	11
ATTACHMENT 2.....	12
APPENDIX 1-MAP.....	23
APPENDIX 2-PHOTOS.....	24

SECTION ONE: ACTIVITIES AND TIMELINES

• Release of published RFP	December 4, 2015
• Deadline for all questions	December 16, 2015
• Deadline for RFP responses to County	January 6, 2016 at 3 PM
• County review period; interviews with applicants (if necessary)	January 13, 2016
• Recommendation formulated and sent to County Administrative Officer	January 15, 2016
• Notices of Award/Non-Award	January 15, 2016
• Contract executed	By end of January

SECTION TWO: GENERAL INFORMATION

Kennedy Meadows, located in Tuolumne County, is approximately 55 miles east of Sonora, California along Highway 108. The parcel is 240 acres (APN# 021-020-02) currently owned by the County of Tuolumne, with easements owned by the U.S. Forest Service and PG&E. Kennedy Meadows provides various natural habitats for a large variety of mammals, reptiles, and amphibians. By far the most used feature of the Kennedy Meadows area is outdoor recreation. Access to equestrian riding, fishing, hunting, and multiple-day backpacking excursions into the Emigrant Wilderness make Kennedy Meadows a go-to destination for those seeking adventure.

Historically, the lands near and surrounding Kennedy Meadows were used by the Miwok and other tribes for fishing, hunting, trading, and traveling. Because the area receives a substantial amount of snow in the winter, it is unlikely that permanent villages were established in the area.

The Pack Station at Kennedy Meadows consists of 27 buildings, including barns, rental cabins, lodge, and saloon on land easements leased by Tuolumne County. The Pack Station allows access to areas of the surrounding wilderness that may have otherwise been inaccessible to young children, the elderly, or those with functional and access needs. It is estimated that 21,000 people visit Kennedy Meadows annually with 14,000 staying at the Pack Station and around 1,500 accessing the equestrian trips from the Pack Station. In addition, hikers on the Pacific Crest Trail often stop at Kennedy Meadows to rest and gather supplies.

Kennedy Meadows is in need of an Enhanced Recreational Use Plan. With the large population of visitors, trail use, equestrian excursions, and recreation by products, we want to avoid “loving Kennedy Meadows to death.” A plan to address the preservation and sustainability of Kennedy Meadows will ensure that the area can be enjoyed into the future.

Tuolumne County is soliciting applications from qualified individuals/firms who are interested in providing an Enhanced Recreational Use Plan for Kennedy Meadows. The design of the proposal is at the discretion of the applicant bidder. Applicant bidders should follow the format as specified in Section Five: RFP Process.

SECTION THREE: SCOPE OF WORK

Tuolumne County's intent is to contract with an individual/firm who can; Prepare an Enhanced Recreational Use Plan (Park Master Plan) for Kennedy Meadows to evaluate the carrying capacity for Recreation activities and to develop and provide a strategic plan for organized and structured development for new recreation facilities, such as camp sites, environmental education programming/signage, picnic areas, etc., as well as identify any necessary renovations of existing recreational facilities.

The plan would address the preservation of Kennedy Meadows and possible development and/or enhancement of recreational and equestrian trails; explore opportunities for sustainable recreation facility development and management, and conduct consultation with the Mother Lode Land Trust when preparing the plan.

SECTION FOUR: PROPOSAL PACKAGE REQUIREMENTS

A. PROPOSAL FORMAT

1. Proposals are to be straightforward, clear, concise and responsive to the information requested.
2. In order for proposals to be considered complete, respondents must provide all information requested in the Response Package document.
3. Proposals must be prepared in the formation provided by the County with this RFP:

Response Package document: Proposals must be printed, one sided only, on white 8 ½" by 11" paper. The Response Package format will also be available on the County website at: <http://www.tuolumnecounty.ca.gov>

4. Each respondent must submit one original proposal with an original signature on the COVER LETTER and **THREE (3) additional copies of the signed proposal. The original must be clearly marked "ORIGINAL."**

B. PROPOSAL ELEMENTS

1. The COVER LETTER

- a. (Attachment 1) of each proposal stipulates that each bidder accepts all terms and conditions contained in the RFP packet and that the term of the bidder's offer/response are contractual terms. Each bidder shall submit its proposal with the understanding that the proposal will become a part of the official file on this matter and shall be subject to disclosure, if requested by a member of the public, following the final award decision.

The **COVER LETTER** of each proposal also stipulates that each bidder certifies that all statements in the proposal are true. This constitutes a warranty, the falsity which includes the right, at Tuolumne County's option, of declaring any contract made, as a result thereof, null and void. Proposals shall be completed, executed, and submitted in accordance with the instructions of this RFP. If a proposal is not submitted in the format specified, it may be rejected, unless determined that the nonconformity is either a minor irregularity or that the defect variation in the proposal is immaterial or inconsequential. The bidder may be given an opportunity to cure any deficiency resulting from minor irregularity or an immaterial or inconsequential defect, or County may waive such deficiency, whichever is most advantageous to the County.

2. Bidder Qualifications

- a. Bidder shall provide a list of employees associated with the project, including resumes and work experience for each.
- b. Bidder shall provide a sample of previous projects of similar scope.
- c. Bidder shall provide a narrative of their role in the project process.

3. Cost

- a. Cost proposals shall include a detailed breakdown of tasks, as stipulated in the scope of work.
- b. Cost proposals shall include the estimated hours and costs associated with each task.

SECTION FIVE: RFP PROCESS

A. SUBMITTAL OF PORPOSALS

Sealed proposals must be received at the County Administrator's Office **NO LATER THAN JANUARY 6, 2016 at 3 PM.**

Proposals are to be addressed as follows:

KENNEDY MEADOWS ENHANCED RECREATION USE PLAN
2015/16 RFP

Tuolumne County Administrator's Office
2 South Green St. 4TH Floor
Sonora, CA 95370

Attention: Daniel Richardson

Proposals will be received only at the address shown above, and must be received prior to the time indicated. Any proposals received at or after said time and/or date or at place other than the stated address, cannot be considered and **WILL NOT BE ACCEPTED**. No telegraphic, e-mailed, or facsimile proposals will be considered.

All bids, whether delivered by an employee of the bidder, U.S. Postal Service, courier, or package delivery service must be received and time stamped at the stated address on or before the time designated. It is the responsibility of the bidder to clearly identify information in their proposals that they consider to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

B. SUBMITTERS QUESTIONS

Questions regarding the RFP must be submitted in writing to the County by 3:00 pm on December 16. Except for questions that might render the award of this contract invalid, the County will not respond to any questions submitted after this time. The County will post the questions received, along with written responses to the County website, www.tuolumnecounty.ca.gov (click on "Bids, RFPs & RFQs" in the Business Section). **It is the responsibility of the applicant to check the County website to review the questions and responses.**

Questions should be addressed to:

County of Tuolumne
County Administrator's Office
Attn: Daniel Richardson
2 South Green St. 4th Floor
Sonora, CA 95370

-OR-

Email: drichardson@co.tuolumne.ca.us

C. COSTS OF DEVELOPING THE PROPOSAL

All costs incurred in the preparation of a proposal, including travel for any interviews scheduled, are the responsibility of each applicant and will not be reimbursed by the County.

D. PROPOSAL TERMS AND CONDITIONS

It is the responsibility of each applicant to be familiar with all the specifications, terms, and conditions of the RFP. By the submission of a proposal, the applicant certifies that if awarded a contract, applicant will make no claim against the County based upon ignorance of or misunderstanding of the specifications.

E. PROPOSAL EVALUATION AND SELECTION

Proposals received in response to this solicitation, at the County's discretion, may be incorporated into the awarded contract and may serve as basic terms and conditions for the ultimate contract. Therefore, applicants are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The County reserves the right to negotiate modifications or revisions to any awarded contract.

1. Evaluation of Proposals

The objective is to perform a thorough and fair evaluation of submitted proposals and facilitate the selection of a contractor that best satisfies the County's requirements. The following describes the evaluation process and associated components.

2. Selection Process

The County shall name, for the purpose of evaluating the proposals for this RFP, a Review Committee composed of representatives from the County. The County may also elect to include, as part of the Review Committee, qualified representatives from other agencies or entities.

Proposal documentation requirements set forth in this RFP are designed to provide guidance to applicants concerning the type of information that will be used by the Review Committee. Applicants shall be prepared to respond to requests by the Review Committee for additional items deemed necessary to assist in the evaluation process.

3. **Evaluation Criteria & Scoring**

The Review Committee shall be responsible for performing the evaluations of each proposal. Each member of the Committee shall rate the applicants separately. The scores of each of the Committee members shall then be averaged to provide a total score for each of the applicants. The proposals shall be evaluated on the following categories and the maximum weight possible for each category listed below:

a.	Completeness of Proposal	Pass/Fail
b.	Qualifications	30%
c.	Professionalism—experience	30%
d.	Reasonable Cost of Service	40%

F. AWARD

Award will be made to the qualified provider whose proposal will be most advantageous to the County, with price and all other factors considered. The County will negotiate with the highest ranked applicant to develop the scope of work and contract for mutual satisfaction.

If the County cannot successfully negotiate a contract with the highest ranked applicant, the County will terminate negotiations and begin negotiations with the next highest ranked applicant.

Applicants will receive mailed Award/Non-Award notification(s), which will include the name of the applicant to be awarded this contract.

Applicants are advised County reserves the following prerogatives:

- To reject any or all proposals
- To consider historic information and fact, whether gained from the applicant's proposal package, personal interview, or any other source, in the evaluation process; and
- The applicant is cautioned that it is the applicant's sole responsibility to submit information related to the evaluation categories and the County is under no obligation to solicit such information if it is not included with the application. Failure of the individual or agency to submit such information may cause an adverse impact on the evaluation of the application.

G. PROTEST/APPEAL PROCESS

The following procedure is provided in the event that an applicant wishes to protest the RFP process or appeal the recommendation to award a contract for Enhanced Recreational Use Plan for Kennedy Meadows, once the Notices of Award/Non-Award have been issued.

- Any protest must be submitted in writing to Tuolumne County Administrator's Office, 2 South Green St. 4th Floor. Sonora, CA 95370, Attention: Daniel Richardson.
- The protest must be submitted before 3:00 p.m. of the tenth (10th) business day following the date of the Notice of Award.
- The protest must contain a complete statement of the basis for the protest. The protest must include the name, address, telephone number, and e-mail address of the person representing the protesting party.
- The procedure and time limits are mandatory and are the applicant's sole and exclusive remedy in the event of a bid protest.

Applicant's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

Upon receipt of written protest/appeal, the County Administrator's Office will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss, and/or issue a written response to advise of an appeal/protest decision within five (5) business days of receipt of the appeal/protest.

H. NON-DISCRIMINATION

1. Non-Discrimination; The Contractor selected through this RFP shall provide services without discrimination based on race, creed, color, ethnic or linguistic identification, gender, or sexual preference, disability or handicap, or any other basis prohibited by law.

I. PUBLIC RECORDS ACCESS

Applicants should be aware that submitted proposals are subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the applicants to clearly identify information in their proposals that they consider to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the proposals will be held as confidential until such time as the Review Committee has completed its evaluation and, or if, an award has been made.

SECTION SIX: CONTRACT INFORMATION

A. SAMPLE AGREEMENT

A sample Professional Services Agreement (Attachment 2) is attached to this RFP, which details all standard terms and conditions required by the County of Tuolumne.

B. INSURANCE REQUIREMENTS

Failure to meet the County's insurance requirement, as noted in Section 4 of the attached sample Professional Services Agreement (Attachment 2) may be sufficient reason for disqualification from the selection process.

[THIS SPACE INTENTIONALLY LEFT BLANK]

ATTACHMENT 1

COVER LETTER

Subject: Proposal for Enhanced Recreational Use Plan for Kennedy Meadows

- This proposal is submitted for consideration of award under the Request for Proposal.
- I accept the terms and conditions contained in the Response Package.
- I certify that all statements in this proposal are true.

Responding Proposal Checklist

A. Proposal Format:

Item		FORMATTED?	
		YES	NO
1.	One original proposal marked "Original" plus 3 copies of the proposals.		
2.	The original is to be either loose-leaf or in a three (3)-ring binder, not bound.		

B. Proposal Package:

Item		INCLUDED?	
		YES	NO
1.	Cover Letter (signed) - Use Attachment 1 (this page)		
2.	Qualifications		
4.	Cost		

AUTHORIZED SIGNATORY			
Name			
Signature		Date	
Address			
Phone		Fax	
Email Address			

As the Authorized Signatory, you will retain primary financial and legal responsibility for this contract, if awarded.

ATTACHMENT 2

Sample Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20____, by and between the County of Tuolumne, a political subdivision of the State of California, (“County”), and (“Contractor”), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date hereinabove and terminate on [INSERT DATE] unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform the services as described in Exhibit A, “Scope of Work,” which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed [INSERT \$ AMOUNT]. The Contractor’s hourly rates are listed in Exhibit B, “Cost Proposal.” The County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the “not to exceed” amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

A. The Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The Contractor’s insurance policy(ies) shall be placed with insurer(s) with acceptable Best’s rating of A:VII or with approval of the Risk Manager. The Contractor shall provide notice to the Risk Manager of the County by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:

- i. Workers’ Compensation Coverage – Workers’ Compensation Insurance and Employer’s Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).

- ii. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.
 - iii. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles.
 - iv. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim with an aggregate limit of five million dollars (\$5,000,000). Contractor agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement and any extensions thereof.
- B. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
- i. The County, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds ("County additional insureds").
 - ii. This policy shall be considered, and include a provision it is, primary as respects the County additional insureds, and shall not include any special limitations to coverage provided to the County additional insureds. Any insurance maintained by the County, including any self-insured retention the County may have shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - iv. The insurer waives all rights of subrogation against the County additional insureds.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County additional insureds.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the County's option,

Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

- D. Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Risk Manager, a new policy or endorsement shall be promptly obtained and evidence submitted to the Risk Manager for approval.
- E. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "County") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse County for any expenditures, including reasonable attorney's fees, the County may make by reason of such matters and, if requested by County, shall defend any such suits at the sole cost and expense of Contractor. Contractor's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor shall not be required to indemnify County for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the County.

If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This indemnification clause shall survive the termination or expiration of this Agreement.

6. INDEPENDENT CONTRACTOR

It is understood that Contractor, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the County. Contractor shall obtain no rights to retirement benefits or other benefits which accrue to County's employees, and Contractor hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, subcontractors hired or retained by the Contractor are performing in that capacity for and on behalf of the Contractor and not the County. The County shall not be obligated in any way to pay any wage claims or other claims made against the Contractor by any such employee, agent, contractor or subcontractor, or any other person resulting from the performance of this Agreement.

7. ASSIGNMENT

This Agreement is for the professional services of the Contractor and it shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of County. Any assignment without the express prior written consent of the County is VOID.

8. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:

[INSERT CONTACT INFO]

COUNTY:

Daniel Richardson
County of Tuolumne
2 South Green Street
Sonora, CA 95370
Fax: (209) 533-_____

9. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

All services performed by Contractor under this Agreement shall be in strict conformance with all applicable federal, state and/or local laws and regulations relating to confidentiality, including, but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations section 2.1 et seq.

10. NON-DISCRIMINATION

Contractor agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5 as amended; California Government Code section 12940 (c)(h)(1), (i) and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the

Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR/COUNTY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Contractor/County agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Contractor/County directly through contract, license, or other provider services, so long as it receives federal or state assistance.

11. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

12. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and

the County Administrator's Office. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

13. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

14. TERMINATION AND RIGHTS UPON TERMINATION

- A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.
- B. Either party may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.
- C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.
- D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work." In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

15. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

16. DISPUTES

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

17. CAPTIONS

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

19. MANDATORY AND PERMISSIVE

“Shall” is mandatory. “May” is permissive.

20. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

21. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

22. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

23. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

24. AUTHORITY

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

25. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

26. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

27. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

28. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF TUOLUMNE	CONTRACTOR
By: Craig Pedro County Administrative Officer	By:
APPROVED AS TO LEGAL FORM:	
By: Sarah Carrillo, County Counsel	

Exhibit A
SCOPE OF WORK

Exhibit B
COST PROPOSAL

Sierra Nevada - 2000

Project Area

Legend:

- Project (Red outline)
- Road (Blue line)
- Stream (Yellow line)
- Area of Interest (Green shading)

Scale: 1 inch = 1 mile

North Arrow

APPENDIX 2-PHOTOS

